



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z07031

TITLE: Office Management Svcs -Motor Vehicle & Drivers Licenses

ISSUE DATE: 09/08/06

REQ NO.: N/A

BUYER: Mary Call

PHONE NO.: (573) 751-1695

E-MAIL: mary.call@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: October 19, 2006 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) (Courier Service)
DPMM or DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: From Date of Award through June 30, 2007

DELIVER SERVICES ON BEHALF OF:

Department of Revenue
P.O. Box 311
Jefferson City, MO 65105

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 02/10/06). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of quality customer service office management services in the most effective and efficient manner possible to serve individuals seeking services from the Motor Vehicle and Licenses Office as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Proposal Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A - K
 - 6) Terms and Conditions
 - 7) Attachment 1: The offeror is advised that an attachment exists to this document which provides additional information and instruction. The attachment is a separate link that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain the attachment. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachment.

1.2 Pre-Proposal Conference and Tour:

A pre-proposal conference followed by a tour will be held on Thursday, October 5, 2006, in St. Louis MO, as identified below:

- 1.2.1 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on Thursday, October 5, 2006, beginning at 3:00 p.m. The conference will be held in the conference room on the lower level of the Highway Patrol Headquarters-Troop C, located on US-40 at 599 S. Mason Road in West St. Louis County. (Mason Road is the first exit west of I-270 on US-40).
- a. Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
 - b. Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
 - 1) Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

- 2) During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- 3) Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.2 Tour of Operation - A tour of the existing office facility located at 15425 Manchester Road #12 in Ballwin, MO will be held immediately following the Pre-Proposal Conference on Thursday, October 5, 2006. (Anticipated plans are to leave the Highway Patrol Troop C at approximately 5:00 p.m. to travel to the existing office facility to begin the tour at approximately 5:30 p.m.)

- a. The purpose of the tour is to allow potential offerors an opportunity to view the existing facility prior to submitting a proposal.
- b. POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.
- c. Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.

1.2.3 Conference and/or Tour Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference/tour of any special accommodations needed for disabled personnel who will be attending the conference/tour so that these accommodations can be made.

1.3 Background Information:

1.3.1 The Missouri Department of Revenue, Motor Vehicle and License Office duties include the sale of motor vehicle licenses and the collection of motor vehicle sales and use taxes under the provisions of Section 144.440, RSMo. The collection of state taxes through a structure of fees was established in 1951.

1.3.2 The Department of Revenue currently accepts credit and debit cards and electronic payments in the Taxation, Motor Vehicle, and Drivers Licensing Bureaus. The State of Missouri has a contract that is available for use by the Department of Revenue for acceptance of credit cards, charge cards, debit cards, and other electronic payments that will integrate Internet electronic payment acceptance, over the counter electronic payment acceptance (POS), interactive voice response (IVR) capabilities, and self-service terminals. That contract, C304210001, expires in the fall of 2006 and is currently being rebid via RFP B2Z06054.

- a. A copy of C304210001 can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch> by searching for contract number C304210001.
- b. A copy of the RFP detailing the requirements and provisions that will apply for the new contract that will be awarded as a result of the rebid can be viewed on the internet at the following address by searching for bid number B2Z06054:

<https://www.moolb.mo.gov/Glue/default.asp>

1.3.3 The Department of Revenue currently contracts with 183 independent contractors throughout the state of Missouri to provide license, title, and registration services. Historically, such contracts have been awarded on a sole-source basis to individuals, not-for-profit entities, and civic organizations. The

Department, as part of continuous improvement efforts, is seeking to award a contract through full and open competition in an effort to determine if customer service can be further enhanced.

1.3.4 The Department of Revenue has interest in maintaining an office in a defined geographical area located in Saint Louis County.

- a. The current office location is 15425 Manchester Road #12, Ballwin, MO 63011
- b. In Fiscal Year 2004, this office handled 144,060 transactions; in Fiscal Year 2005, there were 137,805 transactions. A breakdown of the type of transactions is provided below:

Type	FY04		FY05	
	Transactions	Fees	Transactions	Fees
Motor Vehicle Transactions	115,817	\$365,395.50	108,000	\$344,692.00
Driver License Transactions	28,243	\$100,163.50	29,805	\$108,276.00
Total Transactions	144,060	\$465,559.00	137,805	\$452,968.00

1.3.5 Additional information about the Department and its functions can be found on the internet at:

<http://www.dor.mo.gov/>

1.3.6 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall manage and operate an office in Ballwin, MO and shall perform all required duties from such office relating to the collection of motor vehicle sales and use taxes and the sale of motor vehicle licenses under the provisions of Section 144.440 and 136.055, RSMo.
- 2.1.2 The contractor shall provide all materials, supplies, equipment, office location, and all necessary personnel in order to perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department of Revenue (hereinafter referred to as the state agency). References to “the contractor” throughout this document shall also be deemed to include the personnel provided by the contractor to provide the required services.

2.2 Personnel Training Requirements:

- 2.2.1 The contractor must send at least, but not limited to, the two (2) people specified below to a state agency training program prior to opening the office. In addition, a minimum of the same two (2) personnel shall attend any additional training required by the state agency throughout the effective period of the contract.
 - a. The two people must consist of (1) the contractor (the person solely responsible for the contract) and (2) the key person assigned by the contractor to manage the office.
 - b. The contractor shall not have to pay for any of the state agency required and provided training programs, but shall be solely responsible for any costs incurred by the contractor as a result of attendance at the training such as compensation to personnel for training time, and costs for travel, lodging, meals, etc.
- 2.2.2 The contractor must provide and pay all costs, including training costs, for all other necessary training and education for the contractor’s personnel in order for the personnel to effectively perform the requirements of the contract.
- 2.2.3 The contractor and all personnel shall become familiar with and abide by the most current version and all future updates or changes to the policies and procedures of the State of Missouri and specifically the state agency to the extent they are applicable.

2.3 Office Facility and Equipment/Supply Requirements:

- 2.3.1 The contractor shall provide, furnish and operate an adequate and accessible office facility either within a one (1) mile radius of or at the current office location of 15425 Manchester Road #12 in Ballwin, MO that must include but not be limited to each of the following for provision of the services required herein. The contractor must obtain the prior written approval of the state agency for such facility.
 - a. The office facility shall have a separate and secure office location with appropriate office space, office equipment, and fixtures.
 - b. The office facility shall be clean, professional, and a smoke-free office facility. Animals, with the exception of service animals, shall be prohibited on office facility premises.
 - c. The office facility shall provide adequate and accessible parking for customers, including but not limited to a minimum of one disability accessible parking space for every 25 total parking spaces or portion thereof.
 - d. The entire office facility must be protected by an electronic security system approved by the state agency.

- e. The office facility shall have a suitable waiting room area to provide adequate accommodations for customers to sit and wait for service.
- f. The office facility shall comply with the Americans with Disabilities Act and Missouri Human Rights Act, and all regulations promulgated thereunder.

2.3.2 Business Registration - The contractor must be registered and maintain good standing with the Missouri Secretary of State. The name of the office may include the words "License Office" throughout the effective period of the contract. Upon expiration, cancellation, or termination of the contract, the contractor must cancel or change the business registration to remove such words. The contractor must provide written proof to the state agency by no later than seven (7) calendar days of receiving the confirmation from the Missouri Secretary of State of the cancellation or change.

2.3.3 The contractor shall not open the office facility or begin providing services until written authorization to open has been obtained from the state agency. In the event that relocation of the office facility becomes necessary, as determined by the contractor, the contractor must provide no less than forty-five (45) calendar days written notice to the state agency and must obtain the written approval from the state agency prior to making any such move. The contractor shall be responsible for all expenses incurred for any office facility relocation.

2.3.4 Advertising:

- a. The contractor must obtain the prior written approval of the state agency for any sign installed, replaced, or maintained by the contractor that identifies the contractor's office facility. The contractor must plainly indicate on any such sign that the contractor's office facility is not operated by the State of Missouri, but by a contractor under contract with the state of Missouri. The contractor shall not include the seal of Missouri, the name of the Governor, or the Director of the state agency as part of the sign.
- b. The contractor shall be permitted to advertise by agreement and on behalf of all state agency contract offices in a particular *trade area*. (The contractor shall agree and understand that a *trade area* shall be defined by the state agency). The contractor shall comply with the following in regard to any such advertisements:
 - 1) The contractor shall only be permitted to advertise through printed media such as newspapers, fliers, and bulletin board postings.
 - 2) The contractor shall not be permitted to advertise through direct mail advertising.
 - 3) The contractor shall limit advertisement to the contractor name, office address, days and hours of operation, days and hours when special services such as vision testing are offered, changes in hours due to holidays, and telephone numbers.
 - 4) The contractor shall keep an example of each advertisement for a minimum of three years.
- c. Any contractor advertising shall be at the sole expense of the contractor.

2.3.5 Technology – The contractor shall utilize the motor vehicle and driver license systems as prescribed by the state agency. The contractor shall provide, install, and maintain the computer(s) and printers required to operate the systems. The contractor shall provide DSL line(s) or similar connectivity as needed to operate the computer and other technology. The contractor shall provide upgrades in connectivity or equipment as required by the state agency. The state agency may specify and/or require that specific equipment, materials and information must be utilized in the performance of state services provided by the contractor.

2.3.6 Inventory:

- a. The state agency will provide the contractor with official forms, license plates, tabs, permits, decals, and license issuance materials including equipment used to manufacture driver licenses and nondriver license cards, including license chips, media, security key(s). Such items and materials provided by the state agency shall hereinafter also be referred to as “inventory”.
 - 1) The contractor shall maintain on-site a perpetual record of inventory expended and on hand, together with exceptions such as missing, defective, or incomplete sets of license plates, tabs, and decals. The contractor shall ensure that the perpetual record of inventory remains on the office premises at all times during normal business hours.
 - 2) The contractor shall periodically conduct a physical audit of inventory. At least one time each year, the contractor shall conduct a physical audit of inventory on hand, including but not limited to license plates, tabs, driver license consumables, etc. The contractor shall report the results of any such inventory audit to the state agency by no later than five (5) business days after the completion of the internal inventory audit, unless another time frame for reporting the results is specified by the state agency.
 - 3) Liquidated Damages - The contractor shall reimburse the state agency for the actual cost of any inventory lost, missing, incomplete, or damaged by the contractor. The actual cost of each inventory item shall be provided to the contractor by the state agency. The contractor may receive credit for inventory recovered prior to the next scheduled inventory audit.
- b. The contractor shall provide all other equipment, supplies, and materials required to operate the office facility as a business in a professional and efficient manner, including but not limited to the equipment and supplies such as postage, paper, pens, and packaging materials for mailing shipments, fax machines, telephones, additional computers, and electrical wiring for computers and equipment. All such other equipment, supplies, materials, etc., provided by the contractor shall hereinafter be referred to as “materials” The contractor shall utilize any specific equipment, materials, and information required by the state agency in the performance of services.

2.4 **Fee and Tax Collection Requirements** – The contractor shall operate the office in the manner specified by the state agency in the required state agency training in order to collect motor vehicle sales and use taxes and handle the sale of motor vehicle licenses under the provisions of Section 144.440 and 136.055, RSMo, and as specified below:

2.4.1 The contractor shall collect fees and taxes for the State of Missouri, include but not limited to:

- a. The sale of motor vehicle and trailer licenses and decals, and the sale of driver licenses and nondriver license cards, as defined in Chapters 301 and 302, RSMo.
- b. The collection of motor vehicle, trailer, outboard motor, watercraft, motorized amphibious vehicle, and all-terrain vehicle title and license fees, manufactured home title fees, disabled placard fees, organ donor program donations, driver license fees, and nondriver license card fees as defined in Chapters 301, 302, and 306, RSMo.
- c. The collection of state sales and use tax as defined in the Missouri Constitution and Chapter 144, RSMo.
- d. The collection of city and/or county sales tax as defined in Chapters 66, 67, 94, and 95, RSMo.
- e. The collection of fees to provide access to or copies of motor vehicle or driver license information as provided by law.

- 2.4.2 The contractor shall deposit each day's collections of all state and non-state revenue, taxes, and fees (hereinafter also referred to as monies) in an account approved by the state agency, in the name of the contractor, at one of the depository banks that a state agency account is maintained. (The state agency will provide the contractor with a list of such depository banks immediately after the award of the contract).
- a. The contractor shall deposit each day's collected monies on a daily basis, by no later than the close of the second banking day following receipt of the monies.
 - b. The contractor shall not, at any time, commingle monies collected for the state agency with any other banking or other accounts, or with any other funds, including the contractor's fees.
 - c. The contractor shall execute those forms required by the contractor's depository bank to enable the state agency to debit reject error fees, returned checks, and other fees and liquidated damages allowed by the contract via Automated Clearing House (ACH). The contractor shall maintain sufficient funds in the contractor's account for such Automated Clearing House (ACH) debits that may occur due to liquidated damages and rejects as described elsewhere herein.
- 2.4.3 The contractor shall balance daily the transactions processed with the monies received, the inventory expended, and the services rendered. If the daily balance reflects a shortage of funds or inventory, the contractor shall satisfy the deficiency and shall balance the daily report prior to each deposit and submission of the daily business report.
- a. On a daily basis no later than one business day following the date the money was collected and deposited, the contractor shall forward daily business reports to the state agency, including inventory reports, reports of any excess money collected and deposited in the state agency account, and other miscellaneous reports as required by the state agency.
 - b. The contractor shall verify the accuracy of the accounting and/or documentation and reports prior to submission. In the event of any and all disputes, the contractor shall to be bound by the accounting and/or documentation of the daily deposit report and daily business report submitted to the state agency.
- 2.4.4 The contractor shall not engage in "lapping" which, for purposes of this document shall be defined as the personal use of monies collected by the contractor that results in the contractor covering one day's obligation with receipts from a later day. The contractor shall not cash personal or non-state agency checks or substitute checks for cash. The contractor must ensure that the composition of the deposit matches the composition of the daily receipts.
- 2.4.5 In the event that the contractor's depository bank debits the state agency account for returned checks, the contractor shall attempt to collect the amount of the returned check and shall have the right to also collect a returned check fee.
- a. The contractor shall deposit all returned check collected funds back into the state agency account.
 - b. After ninety (90) days if the contractor is unable to collect on the returned check, the state agency will take over the collection process, unless the contractor proposed to retain the responsibility for such collections. If proposed by the contractor in the proposal and accepted by the State of Missouri, the contractor shall perform in accordance with the debit and collection process described and accepted in the proposal and shall be solely responsible for the collection of all debts associated with returned checks.
 - c. The contractor shall not retain any processing fee on any transaction where the transaction was paid for with a check that proves uncollectible.

- 2.4.6 The contractor shall process and transmit all transactions to the state agency in electronic form as specified by the state agency.
- 2.4.7 In addition to collections of all state and non-state revenue, taxes, and fees via cash and check, the contractor shall accept payments from customers by both credit and debit cards and may provide check truncation services. The contractor shall either use the State of Missouri contract (see background information of the RFP) for such electronic fee payment services or shall be permitted to arrange for such services independent of the State of Missouri contract. The contractor shall obtain the approval of the state agency and shall comply with the following in regard to such electronic fee payment services.
- a. If the contractor elects to utilize the State of Missouri contract, the contractor must do so in accordance with the provisions, requirements, and pricing provisions of such contract.
 - b. If the contractor elects to make arrangements for such electronic fee payment services independent of the State of Missouri contract, the services shall be at no charge and the contractor shall not charge the customer, the state agency, nor any other party for such services.

2.4.8 **Liquidated Damages:**

- a. In the event that the contractor fails to maintain sufficient funds in the contractor's account for Automated Clearing House (ACH) debits, the contractor shall be assessed liquidated damages by the state agency via an ACH debit from the contractor bank account in the amount of fifty dollars (\$50.00) per day for each twenty-four (24) hour period in which sufficient funds are not maintained.
- b. In the event that the contractor fails to make deposits or submit reports within the time requirements specified herein, the contractor shall be assessed liquidated damages by the state agency via an ACH debit from the contractor bank account in the amount of fifty dollars (\$50.00) per day for each twenty-four (24) hour period in which the deposit is not made or the report is not submitted as required.

2.5 Sales and Service Requirements:

The contractor shall perform at least, but not limited to the following required activities in the approved office facility in such a manner that customer satisfaction is realized.

- 2.5.1 The contractor shall provide adequate personnel to promptly and efficiently care for the business demands of the office and customers and shall provide service to customers that will allow for the majority of customers to complete their transaction within a set time frame. The contractor shall be continually prepared to handle peak periods of heavy workload, which is generally the last few days of each calendar month.
- 2.5.2 The contractor shall have sufficient personnel to provide for at least the number of customers specified in the contractor's proposal to call at the same time and get to speak directly with office personnel.
- a. Telephone answering service - For calls in excess of the number specified in the contractor's proposal (as specified above), the contractor shall provide an electronic telephone answering service provided that such service provides the customer with the option to speak with office personnel. In addition, if office personnel are not immediately available to take the call, the telephone answering service must provide customers with the option to leave a message. The contractor must respond to any such messages within the time frame specified in the contractor's proposal.
- 2.5.3 The contractor shall respond to customers regarding any and all complaints or concerns regarding the office's performance within the amount of time specified by the contractor in the proposal after receipt of complaint/concern.

- 2.5.4 The contractor shall keep the office open for business for at least the business hours specified in the contractor's proposal which must be sufficient hours to meet the needs of the area to provide service to customers. The contractor shall only close the office for state and federal legal holidays.
- 2.5.5 The contractor shall process motor vehicle and driver license transactions at all times the office is open for business.
- 2.5.6 If proposed in the contractor's proposal, the contractor shall accept Notice of Lien documents and shall collect a processing fee included on the pricing page, Exhibit J, for such documents
- a. If offered, the contractor shall input the required information online via the Internet daily as prescribed by the state agency.
 - b. Liquidated Damage - In the event that the contractor fails to enter the information daily, as required, the contractor shall be assessed liquidated damages by the state agency via an ACH debit from the contractor bank account in the amount of the processing fee.
- 2.5.7 The contractor shall follow and perform services in compliance with all applicable federal, state, and local statutes, regulations and internal operating procedures, which are incorporated herein by reference and which shall include but shall not necessarily be limited to:
- a. The requirement to ask customers particular questions when processing transactions (e.g., organ donor, blindness awareness, selective service, World War II Memorial Fund, Application of Voter Registration, etc.).
 - b. The Americans with Disabilities Act and Missouri Human Rights Act, and all regulations promulgated thereunder.
 - c. The contractor shall not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, disability or age.
- 2.5.8 Notary Public - The contractor shall provide notary services in the office facility and shall not charge for any such notary service relating to the services provided by the contractor pursuant to the contract. The contractor shall comply with all notary statutes in the performance of such notary service.
- 2.5.9 Voter Registration - The contractor shall provide a voter registration application to all applicants for driver license, driver license renewal, change of address, duplicate license, and nondriver license, pursuant to Section 115.160, RSMo, as applicable.
- 2.5.10 The contractor shall provide accurate services and products to the customer they serve.
- a. For purposes of this document, the contractor shall agree and understand that "accurate" shall be deemed to mean an error rate of less than two percent (2%) of a month's total transactions. In addition, for purposes of this document, the contractor shall agree and understand that a reject error results from a transaction submitted by the contractor that cannot be processed due to clerical error, oversight, or omission of information.
 - b. Liquidated Damage - For each transaction in error over the two percent (2%) threshold, the state agency shall charge liquidated damages to the contractor for the correction of the rejected transaction in the amount of \$22.00 via an ACH debit transaction from the contractor's account. Prior to debiting the contractor's account, the state agency will notify the contractor of the error or correction and the amount to be debited from the account.
- 2.5.11 The contractor shall measure and evaluate customer satisfaction in the manner specified in the contractor's proposal and shall submit the written results of the customer satisfaction evaluation to the state agency according to the set regular schedule proposed.

2.6 Security:

- 2.6.1 The contractor shall secure and protect all receipts and inventory furnished to the contractor by the state agency.
- 2.6.2 The contractor shall maintain all inventory, undeposited receipts, and unmailed business reports in a secure area during all business hours. After business hours, the contractor shall store all inventory, undeposited receipts, and unmailed business reports in a securely locked safe, or in a securely locked area segregated from the general office area and protected by a security system that has been approved in advance by the state agency in writing.
- 2.6.3 The contractor shall implement and maintain office practices and procedures designed to prevent misuse of and unauthorized access to the materials, inventory, equipment, information, or other resources of the office or the state agency.
 - a. The contractor shall use individually assigned user identification numbers assigned by state agency to process transactions.
 - b. The contractor shall not allow any person providing services to process such person's own or family member's transactions.

2.7 Personnel Requirements:

- 2.7.1 The contractor shall only utilize personnel in the performance of the services who are authorized to work in the United States in accordance with applicable federal and state laws and regulations.
- 2.7.2 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.7.3 The contractor and the contractor's personnel shall be of good moral character.
- 2.7.4 The contractor and each person performing services pursuant to the contract must timely file and pay all personal property, income, sales, withholding, real estate, corporate, and any other required Missouri tax returns and taxes, including interest and additions to tax. The contractor shall provide proof of such filing and payment to the state agency at such times as may be required by the state agency. In addition, the contractor shall agree and understand that the state agency shall perform a complete state tax return check of the contractor and each person performing services pursuant to the contract.
- 2.7.5 The contractor and each of the contractor's personnel assigned to provide services shall authorize the state agency to have a background check performed on such person. The contractor shall pay the criminal background check fee for all personnel as identified in Section 43.530, RSMo.
 - a. The contractor shall complete a background check questionnaire and execute an authorization and release as provided by the state agency.
 - b. The contractor shall provide the state agency with a list of the contractor's personnel with specific information (which may include addresses and personal identification information). The contractor shall update the list for any new person hired.
- 2.7.6 In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel shall become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the services. The contractor must provide the state agency with a signed Confidentiality Oath, included herein as Attachment 1, for the contractor and each of the contractor's personnel assigned prior to any person providing services.

- 2.7.7 The contractor shall provide the state agency with the name and qualifications of the person who shall serve as office manager. Prior to removing, replacing, or diverting the designated office manager, the contractor shall notify the state agency reasonably in advance and shall submit justification (including a proposed substitution) in sufficient detail to permit the state agency to evaluate the impact.
- 2.7.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.7.9 Lobbying/Political Activity:
- a. The contractor may be permitted to pursue legislative action relative to the state agency contract offices, the laws administered by the contractor, or the laws governing the contractor's duties. The contractor shall notify the state agency in writing not less than ten (10) calendar days prior to the commencement of any lobbying activity and shall specify therein the nature and substance of any such lobbying activity.
 - b. Neither the contractor nor the contractor's personnel shall engage in political activities on the office premises or in conjunction with the providing of services to customers. The contractor and the contractor's personnel shall otherwise be permitted to engage in political activities to the extent permissible by law.

2.8 Financial and Recordkeeping Other Requirements:

- 2.8.1 Compensation - The contractor shall collect processing fees from customers as compensation in full for all services performed as required herein. The contractor shall agree and understand that no payments or charges shall be made by the State of Missouri for any service provided pursuant to the contract.
- a. The amount of processing fees collected by the contractor shall not exceed the lesser of: (1) the fee structure outlined in Section 136.055, RSMo or (2) the amount stated on the pricing page of the contract as the contractor's processing fee that will be collected. Section 136.055, RSMo can be found on the internet at the following web address:
<http://www.moga.mo.gov/statutesearch/>
 - b. In addition, if distribution of some processing fees collected to charitable, not-for-profit institutions, or educational foundations was proposed, the contractor shall make such distribution of the collections as specified in the proposal.
- 2.8.2 Liquidated Damages - The contractor shall agree and understand that the provision of the services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency as it fulfills its legal responsibilities. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amounts stated throughout this document as liquidated damages shall be reasonable and fair under the circumstances.
- a. The contractor shall also agree and understand that such liquidated damages shall be debited from the contractor's account via ACH transition with notification of the debit made by the state agency in the form and manner determined appropriate by the state agency.

- b. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- c. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.8.3 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency during the term of the contract, and for five (5) years from the ending date of the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
- b. The contractor shall permit the state agency to have access, for the purpose of audit, examination, or investigation, to any of the contractor's books, documents, papers, inventory, money-handling, accounting and other security procedures, and records recording receipts and disbursements of any of the funds paid to the contractor. In addition, the contractor shall allow any such parties to make copies of the book, records, files, and inventory at any time and shall allow inspection of drawers, safes, file cabinets, and other storage areas related to office operations.

2.8.4 Personal Liability- The contractor shall be personally liable for performance of all provisions and requirements of the contract and for all monies and receipts that have not been deposited, for the safekeeping of all inventory, and other property of the state agency furnished to the contractor.

2.8.5 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the state agency.

2.8.6 Audit Requirements – The contractor shall agree and understand that if contract monitoring reveals an audit is warranted, the state agency reserves the right to require the contractor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. If required, such independent audit shall be at the contractor's expense. The state agency's determination of the need for the audit shall be final and without recourse.

2.8.7 Bonding - The contractor must have and maintain a surety bond/insurance at all times in an amount deemed sufficient to cover the collections of the contractor and to ensure against loss by the State of Missouri and the state agency resulting from or incidental to the contractor's performance.

- a. Prior to opening the office for business, the contractor shall either: (1) assume and pay for the existing surety bond from the state agency contractor currently operating the office at 15425

Manchester Road #12 in Ballwin, MO, or (2) shall notify the state agency to arrange for a newly issued surety bond/insurance.

- b. For each year thereafter that the contract is in effective, the contractor shall agree and understand that the state agency shall arrange for and provide the surety bond/insurance for the contractor.
- c. Whenever the state agency arranges and provides the surety bond/insurance for the contractor, the state agency will notify the contractor of the actual premium cost. Prior to the effective date of such bond/insurance, the contractor shall pay the state agency for the annual premium.

2.9 Other Contractual Requirements:

2.9.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.9.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices/fees, shall remain the same and apply during renewal periods.

2.9.3 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.

2.9.4 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The contractor shall deliver FOB destination to the state agency and/or to the state agency's designee in a format and condition that are acceptable to the state agency, all inventory and materials, software, files, records, documentation, reports, data, recommendations, etc., belonging to the State of Missouri pursuant to the provisions of the contract within seven (7) days after receipt of the written request.
- 2) The contractor shall relinquish the business telephone number being used or shall allow a forwarding telephone number to be placed on the business telephone number.
- 3) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred and twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.9.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

- a. The State of Missouri will not be responsible for any mistakes or omissions by the contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Furthermore, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of the contract, but are not related to the services being provided. These acts include all criminal and civil acts that may give rise to liability. The contractor and subcontractor(s) shall at all times during the term of this contract, carry and maintain Errors and Omissions Liability insurance with minimum limits of

\$1,000,000 per incident, loss or person, as applicable. If defense costs are paid within limit of liability, the contractor shall maintain limits of \$2,000,000 per incident, loss or person as applicable.

- 2.9.7 Subcontractors – The contractor shall not utilize subcontractors for provision of the customer service contract office services directly required in the contract. Any subcontracts for supporting products/ancillary services must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor shall in no way relieve the contractor of the responsibility for providing the customer service contract office services as described and set forth herein.
- 2.9.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.9.10 Property of State - The contractor shall agree and understand that all software, files, records, documentation, reports, data, recommendations, and accomplishments, etc., prepared, furnished or completed by the contractor as a requirement of the contract and all inventory furnished by the state agency shall be the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
 - b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- 2.9.11 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and contractor's personnel and all software, files, records, documentation, reports, data, recommendations, inventory, or equipment accessed or acquired as a result of the contract shall be confidential and shall not be released to the public without the prior written consent of the state agency.

- b. All records processed and created by the contractor in the performance of services contain personal information that is restricted for release pursuant to state and federal law, specifically Section 32.091, RSMo.
 - 1) The contractor assumes liability for all disclosures of confidential information by the contractor and/or any of the contractor's personnel.
- c. In the event that records or copies of any such material are to be destroyed, the contractor shall accomplish such destruction in a manner ensuring the obliteration of all data and preventing improper or unauthorized disclosure of the personal, restricted information. Shredding or burning the material shall satisfy this requirement.
- d. The contractor nor any of the contractor's personnel shall not alter nor inappropriately dispose of any reports, files, data, inventory, and software or other equipment and materials of the state agency.
- e. The contractor shall not access or install any data or software on any computer without the express written consent of the state agency.

2.9.12 Contractor Equipment Use:

- a. Title - Title to any equipment provided by the contractor shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment or any materials including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment and materials or return of premises or equipment incidental to the performance of the contract (or of goods, products, or services provided by the contractor).

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal for a total of 6. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
 - b. Open Records - The offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected pursuant to Section RSMo 610.021. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be able for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein. Each section should be limited to the amount of pages specified for that section.
 - b. The proposal should be page numbered.
 - c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
- 3.1.4 Questions Regarding the RFP - The offeror and the offeror’s agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.

- b. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Except as stated below, the offeror and the offeror's agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Offerors and their agents who have questions regarding this matter should contact the buyer.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall conduct an initial evaluation screening process by using both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the following evaluation criteria that is further detailed in the following paragraphs.

- ✓ Customer Service/Technical Proposal50.0 points
- ✓ Personnel Qualifications and Resources.....25.0 points
- ✓ Past Performance, Experience, Reliability, and Financial Stability10.0 points
- ✓ Civic Organization/Not-for-Profit Certification05.0 points
- ✓ MBE/WBE Participation05.0 points
- ✓ Processing Fees.....05.0 points

- a. Evaluation of Customer Service/Technical Proposal (50 points) - The customer service/technical proposal of the offeror, including whether the optional services and additional distributions are proposed on the pricing page and the amount for such services, as well as management's capability and understanding of the work will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information documenting the offeror's customer services / technical proposal addressing the areas identified on Exhibit A, B, and C, related to the requirements of this RFP. Response should not exceed 20 pages. Proposals will be evaluated as follows:

- 1) Clear, Complete, Consistent.....10.0 points
 - 2) Superior Customer Service20.0 points
 - 3) Efficient Office Operations and Quality of Work.....20.0 points
- b. Evaluation of Personnel Qualifications and Resources (25 points) - The personnel resources and qualifications proposed by the offeror will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit personnel information on Exhibit D and E and by attaching the additional information requested on Exhibit D and E to document the personnel proposed and plans for recruiting and maintaining qualified personnel. Response should not exceed 5 pages. Proposals will be evaluated using the following criteria:
- 1) Personnel Qualifications05.0 points
 - 2) Office Manager Qualifications.....05.0 points
 - 3) Level & Adequacy of Personnel Staffing10.0 points
 - 4) Personnel Recruit, Develop, Retention, and Incentives05.0 points
- c. Evaluation of Past Performance, Experience, Reliability, and Financial Stability (10 points) - Past performance, especially in regard to customer services, and the experience, reliability, and financial stability of the offeror will be considered subjectively in the evaluation process. Therefore, the offeror is advised to provide the information requested on Exhibits F and G concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances relative to the size and complexity of the requirements of this RFP. Response should not exceed 5 pages. Proposals will be evaluated using the following criteria:
- 1) Financial Stability02.0 points
 - 2) Past Record of Customer Service in Performance03.5 points
 - 3) Past Record of Performance Relative to Size and Complexity...03.0 points
 - 4) Past Record of Integrity and Business Ethics.....01.0 points
 - 5) References.....00.5 points
- d. Offeror's Civic Organization/Not-for-Profit Status (5 points) - Any offeror who is a civic organization/not-for-profit must provide documentation that certifies such status in order to receive the 5 evaluation points. The offeror is advised to provide the information requested on Exhibit H to confirm such status.
- e. Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Certification Status (5 points) - Any offeror who is certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) as a MBE or WBE or as both a MBE and WBE at the time the proposal is submitted will received the 5 evaluation points. The offeror is advised to provide the information requested on Exhibit I to confirm MBE and/or WBE certification. Contact information for the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) is provided below. :
- Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
Web site: <http://www.oa.mo.gov/oswd>
- f. Evaluation of Processing Fees (5 points) – The evaluation of the processing fees proposed by the offeror shall be based on a total computed by adding the processing fees stated on the pricing page, Exhibit J. The fee evaluation points will be calculated by using the following formula.

$$\frac{\text{Lowest Offeror's Total Fees}}{\text{Compared Offeror's Total Fees}} \times 5 = \text{Fee evaluation points}$$

3.3.2 Oral Conference - After the initial evaluation screening process, the State of Missouri shall have the right to select a limited number of those offerors receiving the highest number of evaluation points for a question and answer conference, interview, and/or oral presentation or any combination of the above, if deemed necessary by the Division of Purchasing and Materials Management. However, the State of Missouri is under no obligation to perform the above described process.

a. If selected for attendance at such conference(s), the offeror will present a presentation and/or respond to select questions and be evaluated based on the evaluator's subjective judgment of the offeror's management capability and understanding of work according to the following criteria. Attendance cost at any such conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

- 1) Clear, Complete, Consistent.....02.0 points
- 2) Superior Customer Service04.0 points
- 3) Efficient Office Operations and Quality of Work.....04.0 points

b. If not selected for attendance at such conference, no points will be assigned for this criteria.

3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).

b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

c. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.4 Miscellaneous Information - The offeror should complete and submit Exhibit K, Miscellaneous Information.

EXHIBIT A**CUSTOMER SERVICE AND TECHNICAL PROPOSAL**

The offeror should provide the following information describing the offeror's understanding of the work and capability of performing quality work with superior customer service and efficient office operations

A. By responding to the following questions, describe your methods and techniques to provide superior customer service in a prompt and efficient manner:

1. How will you respond to customers with complaints or concerns relating to office performance and the established timetable for a response and resolution of the complaint or concern?
2. How will you organize and deploy staff resources to meet customers in a timely manner during periods of heavy workload?
3. What are the hours and days of operation for the office to meet the customers service needs including a list of holidays closures?
4. How will you measure and determine the level of satisfaction with services provided to customers and report to the state agency? Describe the schedule for reporting customer satisfaction results to the state agency.
5. How will you respond to phone inquires? (Include: describe the phone system, number of lines, a time frame and procedure for answering calls and responding to call backs). How many customers can call at the same time and talk to a live office person?
6. What will you consider to be satisfactory time to complete a transaction (in minutes) and what will you do to measure transaction times?
7. What will you consider to be a satisfactory wait time for customers, and what will you do to measure wait times?
8. Describe the methods and systems used to evaluate customer service skills of employees.
9. How do you plan to engage customers in measuring their satisfaction of services received?
10. How do you plan to provide feedback to the state agency concerning customer satisfaction?
11. Describe systems and methods relating to self-assessment of office operations and how will you remedy any shortcomings.
12. What strategies and resources will you use to improve the skills and knowledge of employees?
13. How will you maintain the attractiveness and cleanliness of the facility?

14. How will you address staffing needs?
15. What are the plans for the location of the contract office?
16. Do you propose to take responsibility for collection of all debts associated with returned checks. If so, how will the process work? Clearly outline how the debit and collection process will work.
17. Identify plans for taking inventory including when and how often you plan to take inventory.
18. How do you plan to accept credit and debit card payments from customers? Do you plan to provide check truncation services?
19. Identify and Describe Program and Fiscal Controls that will be in place.
20. Indicate proposed strategies and methods to ensure both efficient office operations and quality work.

B. Ability to Comply with the Requirements - The offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. As a method to describe the services proposed, the offeror should respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.

C. Implementation Plan – Attach an implementation to describe the proposed schedule for the implementation of the required services and opening of the office beginning from the effective date of the contract to the day the office is fully operational. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be used. Exhibit B may be used.

D. Proposed Office Operating Budget - Attach an annual estimated operating budget for the office operation including personnel costs, materials and supplies, overhead, and profit. Exhibit C is attached and may be used for the purpose of reflecting the operating budget. Budget items should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc. All information contained in the offeror's estimated budget may be utilized in the subjective evaluation of any relevant evaluation criteria.

E. Economic Impact to Missouri - The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT B

IMPLEMENTATION PLAN

Implementation Plan - The offeror should briefly and sequentially describe the tasks or events and time line proposed for the implementation of the required services and opening of the office as well as the personnel proposed to perform each task and the number of work hours for each person.

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not actual days.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

[illegible]

EXHIBIT C**OPERATING BUDGET**

The offeror should complete the following table in sufficient detail for information regarding the services proposed

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other Components/Overhead			\$
Total Annual Operating Budget			\$

EXHIBIT D**PERSONNEL QUALIFICATIONS**

Offeror should complete these tables with qualifications for the key personnel proposed.

Title of Position: <u>Offeror (Person Responsible for Contract)</u>	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
Describe person's relationship to offeror. If employee, state # of years.	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates.	
Previous accomplishments:	
Identify specific information about experience in: (include # of years of experience, employer, position, and brief description)	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ operation of a business service office: type of business, where and how long	
✓ operation of a business service office involving customer services: type of business, where, how long and number of customers served monthly and daily	
✓ customer complaints or conflict in business service office: how each were handled	
✓ funds for customer service: how cash was handled and accounted for as well as checks for accountability and balancing	
✓ supervisory of customer or business service office – # of employees supervised, familiar with federal and state employment laws	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for delivering the services	

Title of Position: Office Manager	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
Describe person's relationship to offeror. If employee, state # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates.	
Previous accomplishments:	
Identify specific information about experience in: (include # of years of experience, employer, position, and brief description)	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ operation of a business service office: : type of business, where and how long	
✓ operation of a business service office involving customer services: type of business, where, how long and number of customers served monthly and daily	
✓ customer complaints or conflict in business service office: how each were handled	
✓ funds for customer service: how cash was handled and accounted for as well as checks for accountability and balancing	
✓ supervisory of customer or business service office – # of employees supervised, familiar with federal and state employment laws	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for delivering the services	

EXHIBIT E**OTHER PERSONNEL INFORMATION**

Offeror should provide the following information regarding personnel staffing

- A. Organizational Chart - The offeror should attach an organizational chart showing the staffing and lines of authority for the all personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel and (2) The working titles of the personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror's organization.
- B. The offeror should attach position descriptions and position qualifications for each person proposed.
- C. For each position proposed, what is the minimum and maximum salary range proposed?
- D. The offeror should attach a staffing schedule, indicating personnel coverage during periods of heavy workload.
- E. The offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance and superior customer service.
- F. The offeror should provide information that documents the depth of resources to ensure completion of all requirements. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
- G. The offeror should describe the offeror's approach to recruiting and retaining personnel including any incentives and/or rewards proposed including but not limited to, any proposed bonus plan for performance for employees, etc.
- H. The offeror should describe the offeror's approach to personnel development and training.

EXHIBIT F**OFFEROR FINANCIAL STABILITY AND RELIABILITY INFORMATION**

The offeror should provide any of the following information that is applicable to the offeror or offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the offeror's business, type of services performed, etc.
- c. Provide a list of and a short summary of information regarding the offeror's current performances relative to the size and complexity of the services required herein, especially in relation to customer service.
- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- e. Provide a list summarizing pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc., that could affect the offeror's ability to perform. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
- f. Document the offeror's financial solvency in a manner that is acceptable for public review. If the offeror is a subsidiary, also provide the documentation for the parent company. The offeror should provide any of the information listed below. The offeror should also provide a standard release with the proposal, to enable the State of Missouri to gain access to the offeror's financial information from any and all other sources, including but not limited to income tax release forms, etc. However, if not submitted with the proposal, the State of Missouri reserves the right to require such release, if deemed necessary for the evaluation.
- g. The offeror should submit any other financial information deemed relevant as evidence of sufficient operating reserves and financial stability.
- h. Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. . The offeror should indicate the offeror's compliance by completing the following table and attaching any necessary documentation. If not provided with the proposal, the offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management

<u>Information</u>	<u>In compliance Yes/No</u>	<u>Explanation and Detailed Support</u>
Registration of business name (if applicable)	_____	
Certificate of authority to transact business/certificate of good standing (if applicable)	_____	
Taxes (e.g., city/county/state/federal)	_____	
State and local certifications (e.g., professions/occupations/activities)	_____	
Licenses and permits (e.g., city/county license, sales permits)	_____	
Insurance (e.g., worker's compensation/unemployment compensation)	_____	

EXHIBIT G**PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience, especially in regard to superior customer service. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Customers Served <input checked="" type="checkbox"/> Total Annual Value/Volume	
Size of Service/Contract (in terms of offeror's total amount of business)	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Offeror's specific duties and strategy for customer service	
Description of Problems identified and corrective actions taken to address challenges	
Personnel Assigned to Service/Contract (include position title):	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT H

CIVIC ORGANIZATION OR NOT-FOR PROFIT

Provide documentation that certifies status, such as:

- _____ Supporting documentation provided by the national organization such as a charter
- _____ A copy of documentation from the Internal Revenue Service indicating not-for-profit status

EXHIBIT I**DOCUMENTATION OF MBE/WBE CERTIFICATION**

Indicate appropriate business classification(s):

_____ MBE _____ WBE

Name of MBE/WBE firm: _____
 Address: _____ Phone #: _____
 City/State/Zip: _____ Fax #: _____
 Email Address: _____

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD). May attach a copy of certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).

Name of MBE/WBE Owner: _____ Date: _____
 MBE/WBE Certification No.: _____ Certification Expiration Date: _____
 Federal Employer Identification No./Social Security No.: _____

Authorized Signatures:

MBE/WBE Owner/Rep. Authorized Signature

Date

EXHIBIT J**PRICING PAGE****Offeror Processing Fees Charged for Services:****1. Offeror Processing Fees:**

- 1.1 Required Services - The offeror shall state the processing fees that shall be charged to customers for each of the specified services as compensation in full for all services rendered. In no event shall the processing fees stated below exceed the amounts specified in Section 136.055 RSMo.

Line #	Service Description	Processing Fee Shall Not Exceed	Firm Fixed Processing Fee Per each
001	Motor Vehicle or Trailer License sold, renewed or transferred. Marine: water craft number, watercraft registration, outboard motor registration, replacement registration/decal, documented vessel registration, renewal, replacement or temporary permit. ATV decal for new, renew or replacement, special fuel decal for new, renew, replacement transfers, change weight and zone.	\$3.50 per each	\$
002	Motor Vehicle or Trailer License sold or biennially renewed pursuant to section 301.147 RSMo	\$7.00 per each	\$
003	Title applications: original, duplicate, non-negotiable, transfer of title, reposessed, mechanic lien, salvage, duplicate salvage, junk or duplicate junk. Marine outboard motor ID, documented vessel certificate or duplicate.	\$2.50 per each	\$
004	Instruction Permit, nondriver license, chauffer's operator's or driver's license for a period of 3 years or less	\$2.50 per each	\$
005	Licenses and Instruction Permit license for a period exceeding 3 years	\$5.00 per each	\$

1.2 Optional Services/Fees

Notice of Lien - If the offeror proposes to accept Notice of Lien documents, the offeror shall state the processing fee that shall be charged to customers for each as compensation in full for all services rendered. In no event shall the fee stated below exceed the amount specified in Section 136.055 RSMo.

Line #	Service Description	Processing Fee Shall Not Exceed	Firm Fixed Processing Fee Per each
006	Notice of Lien	\$2.50 per each	\$

Electronic Telephone Transmission – If the offeror charges for acceptance of facsimile documents (other than related to contract services), the offeror shall state the amount that shall be charged to customers for each facsimile accepted. In no event shall the fee stated below exceed the amounts specified in Section 136.055 RSMo.

007	Electronic Telephone Transmission (fax services other than related to contract services)	\$2.00 per each	\$
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2. **Additional Distributions** – If additional distributions of processing fees to charitable organizations, not-for-profit institutions, or educational foundations is proposed by the offeror, the offeror shall provide the following information:

The offeror shall identify the amount of the processing fees identified in the table above that shall be distributed to bona fide charitable, not-for profit institutions or education foundations as either a firm fixed percentage of total fees collected per year or as a firm fixed total per year:

	Firm Fixed Percentage of Processing Fees Guaranteed to be Donated	Firm Fixed Total Amount Per Year Guaranteed to be Donated
Amount that shall be distributed to charitable, not-for profit institutions or education foundations	_____ %	\$ _____

The offeror shall specify the name and address of the organization where such processing fees will be donated:

Name of organization: _____

Address: _____

Phone #: _____

City/State/Zip: _____

Fax #: _____

Email Address: _____

Charitable Organization? Yes _____ No _____ (attach documentation)

Not-For-Profit? Yes _____ No _____ (attach documentation)

Educational Foundation Yes _____ No _____ (attach documentation)

The offeror shall specify the schedule and method of distribution:

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EXHIBIT K**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____
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Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:	_____ %	

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through inventory ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.